

HELM

FINANCIAL CORPORATION

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

September 11, 1998

RECORDATION NO. 21661 FILED

SEP 23 '98

2-28 PM

SEP 23 2 28 PM '98

RECEIVED
SURFACE TRANSPORTATION
BOARD

Mr. Vernon Williams
Secretary
Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001

Dear Mr. Williams:

Enclosed are two (2) Certification of True Copy evidencing **Schedule No. 9 ("Schedule")** dated as of July 1, 1998 to the Master Full Service Lease Agreement dated as of January 3, 1995 between the following parties:

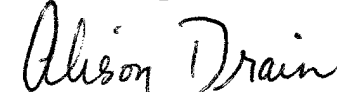
"Lessor": Helm Financial Corporation
One Embarcadero Center, Suite 3700
San Francisco, CA 94111

"Lessee": Union Pacific Railroad Company
1416 Dodge Street, Room 200
Omaha, Nebraska 68176

Equipment: Ninety-two (92) railcars as more fully described
in the attached Schedule.

Please file this Schedule as a primary document and return one (1) stamped original to my attention. A check covering the filing fee of twenty-six dollars (\$26.00) is enclosed.

Sincerely,



Alison Drain
Document Administrator

/ad
Enclosures (2)

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Date: 9/23/98

Alison Drain
Helm Financial Corporation
One Embarcadero Center
San Francisco, CA., 94111


Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 9/23/98 at 2:28PM, and

assigned recordation number(s). 21661, 21662, 18905-AA, 20822-F, 20822-G,
20822-H and 20822-I.

Sincerely Yours,

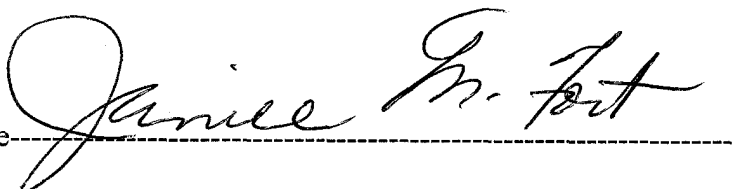

Vernon A. Williams

Enclosure(s)(7)

182.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



CERTIFICATION OF TRUE COPY SEP 23 '98

2-28 PM

On August 27, 1998, I, Cecilia Mostaghim, have examined the original copy of the SCHEDULE NO. 9 to that certain Master Full Service Lease Agreement dated as of January 3, 1995 between HELM FINANCIAL CORPORATION and UNION PACIFIC RAILROAD COMPANY dated as of July 1, 1998. I hereby certify that I have compared the attached duplicate copy with the original and that it is a complete, true and correct copy of the original in all respects, including the dates, signatures and acknowledgments thereof.

Cecilia Mostaghim

Cecilia Mostaghim
Contract Administrator

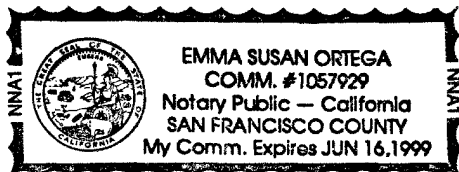
STATE OF CALIFORNIA)
) S.S.
COUNTY OF SAN FRANCISCO)

On August 27, 1998, before me, Emma S. Ortega, personally appeared Cecilia Mostaghim, Contract Administrator, HELM FINANCIAL CORPORATION,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



Emma Susan Ortega
SIGNATURE OF THE NOTARY

SCHEDULE NO. 9

SEP 23 '98

2-28 PM

THIS SCHEDULE NO. 9 ("Schedule") to that certain Master Full Service Lease Agreement ("Lease") dated as of January 3, 1995 between HELM FINANCIAL CORPORATION ("Lessor") and UNION PACIFIC RAILROAD COMPANY ("Lessee") is dated as of July 1, 1998.

Lessor and Lessee agree as follows:

1. Capitalized Terms: All capitalized terms defined in the Lease shall have the meanings defined therein when used in this Schedule except that the term "Unit(s)" as used herein shall only refer to the equipment described herein below unless otherwise indicated.
2. Units Leased: Lessor hereby leases to Lessee the following ninety-two (92) Units subject to the terms and conditions of the Lease and this Schedule:

Group A Units: Fourteen (14), 100-ton, 3420 cubic foot, roller bearing, three pocket, open top hopper railcars built by Greenville in 1975: HLMX 87627, 87661, 87664, 87665, 87677, 87688, 87697, 87708, 87747, 87750, 87754, 87780, 87785, 87788;

Group B Units: Seventy (70), 100-ton, 3442 & 3502 cubic foot, roller bearing three pocket open top hopper railcars built by Bethlehem in 1965: HMJX 87007, 87012, 87073, 87074, 87078, 87080, 87091, 87095, 87097, 87099, 87117, 87118, 87119, 87123, 87129, 87134, 87136, 87139, 87144, 87165, 87182, 87191, 87204, 87210, 87216, 87218, 87220, 87223, 87262, 87268, 87272, 87286, 87295, 87309, 87312, 87313, 87314, 87322, 87334, 87352, 87365, 87370, 87385, 87386, 87389, 87390, 87391, 87397, 87401, 87405, 87407, 87411, 87412, 87415, 87420, 87423, 87425, 87426, 87428, 87429, 87430, 87439, 87444, 87456, 87457, 87460, 87488, 87491, 87494, 87496;

Group C Units: Six (6), 100-ton, 3433 cubic foot, roller bearing, three pocket, open top hopper railcars, built by Bethlehem Steel in 1977-1979: HLMX 33005; HMJX 17110, 17145, 17147, 17154, 17168;

Group D Units: Two (2), 100-ton, 3420 cubic foot, roller bearing, three pocket, open top hopper railcars, built by Greenville in 1975: HLMX 87734, 87666.

3. The "Delivery Point" shall be:
 - (a) for the Group A and B Units - the current location of such Units on the railroad lines of Lessee,
 - (b) for the Group C and D Units Lessee's interchange at Springfield, IL, or Chicago, IL, whichever is applicable to any such Unit.
4. The "Lease Commencement Date", "Effective Date" and "Rent Commencement Date" for the Group A and B Units shall be as of July 1, 1998, and for the Group C and D Units such dates shall be the date such Units are delivered to Lessee at the Delivery Point; provided, however, that the Effective Date for the Group C and D Units shall begin no later than July 1, 1998.
5. The "Rent" for each Unit shall be per month.
6. The "Fixed Term" of this Lease shall commence on the Effective Date and shall continue in full force and effect through and including

7. Lease Renewal Option: If no Event of Default has occurred and is continuing under the Lease or this Schedule, effective on the Expiration Date, Lessee may renew the Lease with respect to any remaining Units covered under this Schedule ("Renewal"); provided, however, that Lessee has notified Lessor prior to the Expiration Date of its intention to negotiate such Lease Renewal Option. The Renewal rental rate shall be based upon the then fair market value for the Units ("Renewal Rate") and the terms, conditions and Renewal Rate of the Lease shall be mutually agreed upon between Lessor and Lessee.
8. For any Unit which suffers a Casualty Occurrence, Lessee shall pay to Lessor the "Settlement Value" for such Unit in the amount specified in Annex A attached hereto, pursuant to Section 8 of the Lease.

Each party, pursuant to due corporate authority, has caused this Schedule No. 9 dated as of July 1, 1998 to the Master Full Service Lease Agreement dated as of January 3, 1995 to be executed by its authorized officer.

LESSOR

LESSEE

HELM FINANCIAL CORPORATION

UNION PACIFIC RAILROAD COMPANY

CM
By: 

Name: Richard C. Kirchner

Title: President

By: 

Name: Michael J. Cronin

Title: VICE PRESIDENT SUPPLY